

## **Department of Conservation and Recreation**

responsible for the delivery of high  
quality, affordable and accessible  
recreation opportunities at state-  
owned, public skating rinks across  
the Commonwealth

**INTERIM REPORT, WITH ACCOMPANYING  
RECOMMENDATIONS FOR LEGISLATIVE ACTION,  
BY THE DEPARTMENT OF CONSERVATION AND  
RECREATION, RELATIVE TO THE FEASIBILITY AND  
MERITS OF EXECUTING LONG TERM LEASE  
ARRANGEMENTS FOR RECREATIONAL FACILITIES THAT  
ARE UNDER THE CONTROL OF THE DEPARTMENT**

**PURSUANT TO THE PROVISIONS OF SECTION 629 OF  
CHAPTER 26 OF THE ACTS OF 2003**

**January, 2004**

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## **Executive Summary**

### **Key Findings**

Long term leasing of the Commonwealth's public skating rinks has resulted in the consistent delivery of high quality, affordable ice skating opportunities for the public, at efficiently-run and well maintained facilities.

At the seventeen state skating rinks currently under long term lease, skaters young and old enjoy clean and comfortable facilities, with longer skating seasons and more diverse skating opportunities, at affordable rates.

Key provisions common to all leases include:

- Ice time allocation in accordance with long established public policy, e.g. priority ranking for general public skating and youth groups
- Lengthened seasons and extended daily hours of operation
- High quality, standards-based facility maintenance
- Strong public oversight, monitoring and accountability
- Fair and reasonable processes for future ice rental rates and ice time allocations.

Additional service improvements under long term leasing include:

- New and expanded youth figure skating and hockey programs
- New tournaments, summer skating camps and special events
- Innovative scholarship programs and events to support local youth and community organizations
- New public safety and skater and spectator comfort amenities
- New women's locker facilities.

The long term leases for 17 state skating rinks are saving the Commonwealth's taxpayers tens of millions of dollars in avoided capital costs over their 25 year terms:

- For all 17 rinks, lessees are contractually obligated to make a minimum capital investment worth a total of \$39.025 million
- A total of \$5.8 million has already been expended by the rink lessees since the leases were executed on June 20, 2002.

The corresponding capital needs for the (formerly) MDC rinks are:

- A total of \$45.5 million over the next ten years
- A total of \$92.4 million over the next 25 years.

Our experience with long term leasing is that when lessees have been able to amortize the costs of major capital improvements over the 25 year terms of the leases, they have :

- Made the necessary financial commitments
- Accomplished high quality work more quickly and at less cost than comparable state construction projects.

Our goal is to provide the skaters who depend on the (formerly) MDC rinks with the same benefits as those currently available to users of the state's 17 leased rinks. We believe that long term leasing partnerships, modeled on the principles of the successful DEM program and tailored to best ensure the long term viability of each MDC rink, are the optimal way to accomplish this goal.

## **Recommendations**

**We strongly recommend that the General Court, as expeditiously as possible, enact legislation authorizing the Division of Capital Asset Management and Maintenance (DCAM), in consultation with the Department of Conservation and Recreation (DCR), to enter into leases of up to twenty-five years for the skating rinks currently being managed and operated directly by the Division of Urban Parks and Recreation.**

## **Part I: Report on the Long Term Leasing Program Implemented by the Former Department of Environmental Management (DEM) for the Skating Rinks Formerly Under its Control**

### **A. General Background**

Beginning in 1991, the Weld-Cellucci administration undertook a planning process regarding the commonwealth's state-run skating rinks, then operated directly by the Department of Environmental Management (DEM) and the Metropolitan District Commission (MDC), respectively. As a result of this process it was determined to implement a pilot project to test the feasibility and effectiveness of operating the rinks through competitively bid, short term concession agreements with other private or public entities as management partners. This concept was generally referred to at the time as rink privatization.

For this pilot project four DEM rinks in Worcester County were selected to be bid as a group. These rinks, the Navin Rink in Marlborough, the Horgan Rink in Auburn, the Buffone Rink in Worcester and the Veterans Rink in Gardner, were selected for their geographic proximity and for their diversity. In response to a Request for Proposals (RFP) issued on August 14, 1991, a concession agreement for the operation of these four rinks was signed on January 22, 1992, with the Minuteman Flames Minor Hockey Association (d.b.a. Central Massachusetts Arenas), for the term of February 1, 1992 through April 30, 1995 (subsequently extended through May 30, 1995).

Significant provisions of this pilot concession agreement included: a lengthened skating season by from 2 to 10 weeks at all rinks as compared with the 30 to 35 week operating season (September through March or April) under prior (FY 1991) DEM operation; a minimum of 16 prime time public skating hours per week, consistent with established DEM policy; honoring of existing ice rental allocations and schedules; a capping of ice rental rate and public skating fee increases annually and over the term of the agreement; requirements to post a performance bond and carry liability insurance; and conformance with a detailed Building, Grounds and Equipment Maintenance and Refurbishing Work Plan, with agency monitoring and oversight. The concessionaire was also required to comply with all applicable rules, regulations and established policies of the Department, specifically those requiring the priority allocation of ice time to organizations which primarily serve youths.

The concessionaire was "solely responsible for annual cumulative capital infrastructure repairs up to \$7500 per rink for the building and

grounds and Department owned equipment”. Due to the short (three year) term of the concession agreement, DEM retained responsibility on behalf of the Commonwealth for capital infrastructure repairs in excess of \$7500, with the following proviso: “The Department is under no obligation to address capital repair and rehabilitation requests, but shall make every reasonable effort to attend to priority items”.

Building on the experience of the pilot program for the Worcester County rinks, an RFP was issued in the fall of 1992 for the remaining fourteen DEM rinks, with acceptable responses received for 12 of those rinks. On December 1, 2002, DEM entered into short term agreements with three private concessionaires, as well as the cities of Haverhill, Peabody and Springfield, for the operation of these 12 rinks, collectively. In response to a revised RFP issued on July 8, 1993, a concession agreement was entered into with Ainsworth Ice Ventures, Inc. for the operation of the Collins-Moylan Rink in Greenfield, and an inter-agency service agreement (ISA) was executed between DEM and North Adams State College (now Mass College of Liberal Arts, or MCLA) for the operation of the Vietnam Veterans Memorial Skating Rink in North Adams, effective October 1, 1993.

All DEM rinks were subsequently re-bid for five year terms at the expiration of the initial concession agreements (excepting the North Adams rink, which continues to be operated by MCLA through an ISA), with the Commonwealth retaining responsibility for any major capital repairs and rehabilitation at all rinks.

As part of the FY 2001 general appropriations act (section 366 of chapter 159 of the acts of 2000), the General Court authorized the Division of Capital Asset Management and Maintenance (DCAM) to lease the DEM skating rinks for terms not to exceed 25 years. This law was subsequently amended in an outside section of a FY 2001 supplemental budget (section 30 of chapter 88 of the acts of 2001, approved on September 21, 2001).

Pursuant to this legislative authorization, DCAM issued on December 3, 2001, a “Request for Proposals to Provide Long-Term Operation and Management Services and Capital Improvements for State-Owned Ice-Skating Rinks”. This RFP, after review by the Inspector General, was revised and re-issued on April 5, 2002. Acceptable responses were received and leases were developed for 17 of the 18 DEM rinks. Effective June 20, 2002, leases with terms of 25 years were executed by DCAM with Facilities Management Corporation (for 13 rinks); North Shore Rinks Management (for the Lowell and Newburyport rinks); the city of Haverhill (for the Veterans Memorial Rink in

Haverhill); and the city of Peabody (for the McVann-O'Keefe Memorial Rink in Peabody).

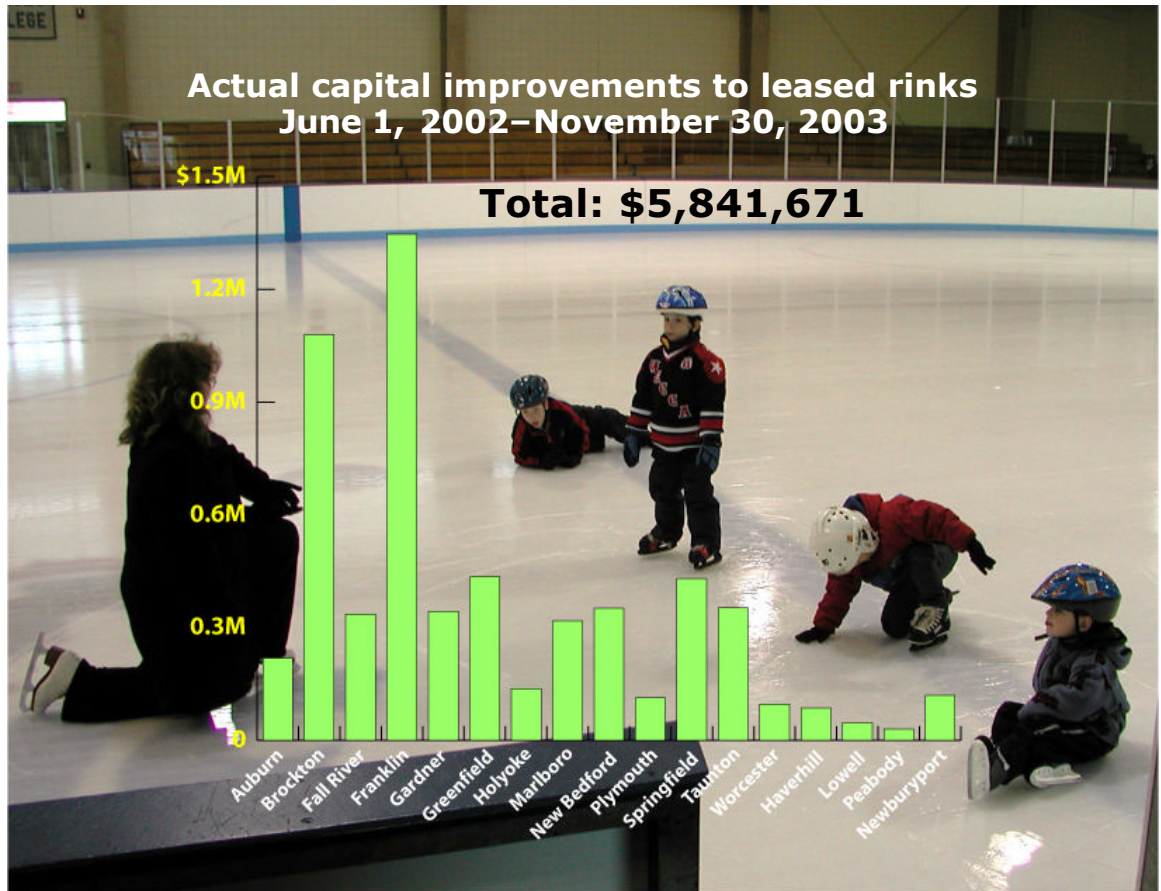
Key provisions common to all leases include: ice-time allocation in accordance with long established public policy, e.g. priority ranking for general public skating and youth groups; lengthened seasons and extended daily hours of operation; high quality, standards-based facility maintenance, with strong oversight, monitoring and accountability; and fair and reasonable processes for future ice rental rates and ice time allocations. Overall, the leases are grounded in the fundamental principle that these are public recreational facilities that must always remain affordable and accessible to the general public.

## **B. Capital Improvements Made at (Formerly) DEM Rinks**

While the rink operators during the period of shorter term concession agreements were not liable for major capital repairs and improvements, it should be noted that contractors did make significant expenditures for minor capital projects, especially after the agreements were extended to 5-year terms. For example, during the initial two-year period, with 3-year agreements, a total of approximately \$290,755 was expended by private and municipal operators for capital work at the rinks. During the five year period covering FY 1997 through FY 2001, capital expenditures by rink concessionaires totaled \$2,344,859, exceeding their required capital payments (\$1,810,462) by more than \$500,000. For comparison purposes, the total amount of capital expenditure for DEM rinks by the Commonwealth from FY 1993 through FY 2002 was \$3,566,859.

Since the 25 year leases were executed on June 20, 2002, a total of \$5,841,671 has been expended by the rink lessees (6/1/02 through 11/30/03). For all 17 rinks, lessees collectively are contractually obligated to make a minimum capital investment worth \$39.025 million over the 25 year lease term. Significantly, no state funds, either capital or operating, are obligated or anticipated for any of the 17 state skating rinks under long term lease.

Examples of rinks improvements already made since the commencement of long term leases include: at the Asiaf Rink in Brockton, a new ice floor and piping, chiller system and condenser, dasher board system and electric Zamboni (total investment to date, \$1,079,123); and at the Veterans Memorial Skating Rink in Franklin, improvements similar to those made at Brockton, plus a new roof (total investment to date, \$1,346,260).



Details of capital improvements at the (formerly) DEM rinks under long term lease, both those already made and the total obligated, are provided in Appendix II.

### **C. Improvements in Service and Hours of Operation at (formerly) DEM rinks.**

Under direct DEM operation and management in FY 1991 and FY 1992, the average length of seasonal operations for rinks was 34 weeks, or 8 months, annually. Skating seasons generally ran from September through April, with most rinks shut down for the remainder of the year. Rinks employees would seasonally transfer to nearby parks or swimming pools, to support spring and summer outdoor recreational activities at those facilities.

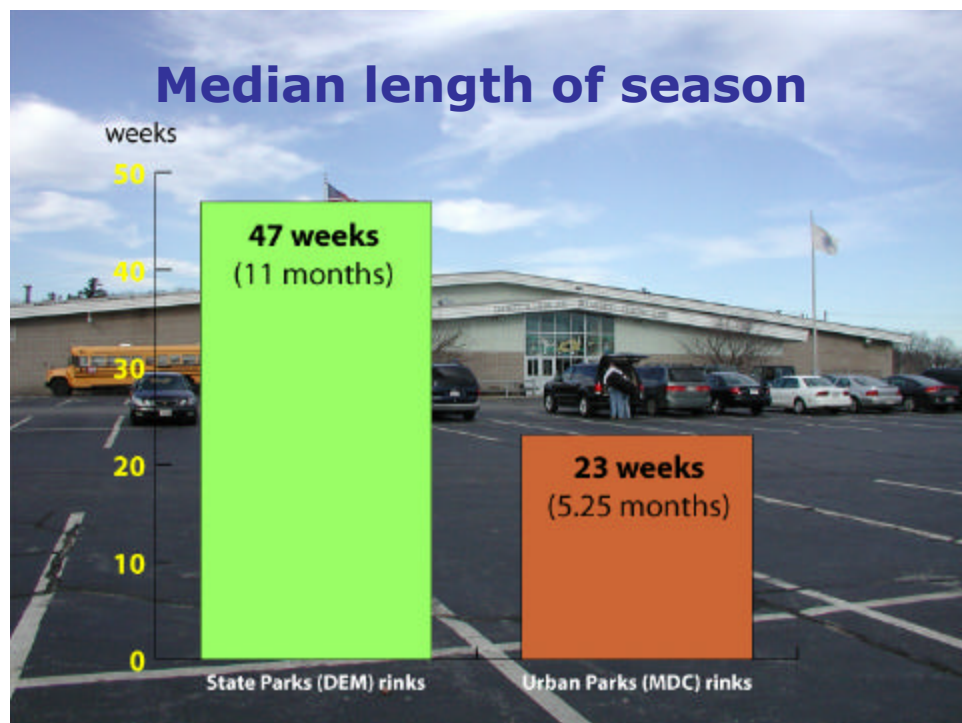


By FY 1993, under short term concession agreements, the length of seasons had increased to a range of 40 to 48 weeks, with an average season of 44 weeks, or 10 months.

Currently, under long term lease, 14 of the 18 (formerly) DEM rinks operate for at least 10 months per year, with the median length of season being 11 months.

For comparison, the median length of season at the 20 (formerly) MDC rinks is 5¼ months, with one rink facility, the Cronin Rink in Revere, closed due to major structural deficiencies.

The rink that currently has the shortest (8 months) operating season in the (formerly) DEM system, Veterans Memorial Rink in Gardner, is nevertheless open 1½ months longer than the rink with the longest (6½ months) operating season in the (formerly) MDC system, the Ulin Rink in Milton.



Daily hours of operation have similarly been extended at (formerly) DEM rinks by concessionaires and lessees, as compared with prior DEM direct operation. Currently, the daily hours of operation are from 9:00 AM to 11:30 PM, with earlier and extended openings in response to market demand and for early morning high school hockey practices. By comparison, the current season's hours of operation at

(formerly) MDC rinks are from Noon to 11:30 PM, Mondays through Fridays, and from 6:30 AM to 11:30 PM on weekends.

Improvements in services to the public and overall facility maintenance and upkeep were immediate and significant under short term concession management of skating rinks, and have been sustained and extended into the current phase of long term leasing. The following statement is from Tim Sheehy, Vice President of the Franklin Youth Hockey Association:

**“It is clear to me that you and your group ran a very legitimate privatization process with regards to the DEM rinks and the net result has been outstanding performance by your private contractor (FMC), resulting in a win-win situation for all parties. If the process remains the same for the MDC rinks, regardless of who ultimately gets the contract, I am certain that there will be nothing but good for all who use those rinks.”**

In addition to longer skating seasons and extended daily hours of operation, rink operators have introduced new and expanded figure skating and hockey programs, tournaments, summer skating camps and special events. They have developed innovative scholarship programs for local youths and sponsored events to support community and charitable organizations.

Beyond the basic and much-appreciated attention to facility maintenance and upkeep, operators have upgraded lobby and seating areas, added energy efficient infra-red heating units for the comfort of parents and other spectators, and installed safety netting around the rinks.

Significantly, women’s locker facilities were constructed at several rinks even before the long term leases were in effect, in response to the growing demand for girls’ and women’s hockey programs. Now, under long term leasing, most rinks have plans to make additions and/ or major building renovations to accommodate this need.

All of these improvements have occurred and continue to occur while maintaining reasonable and affordable ice rental rates for the public. In fact the average per hour rate for ice time at the state’s leased rinks (\$152) is actually less than the current \$160 hourly rate charged at the (formerly) MDC rinks.

#### D. Overall Financial Results

In the last full year of direct DEM operations (FY 1991 for the Auburn, Worcester, Marlborough and Gardner rinks; FY 1992 for the other 14 rinks), total revenues generated were \$4,592,447. Total direct agency expenses, including payroll (\$2,574,410) and operating expenses (\$1,476,764), were \$4,011,174, resulting in net revenues from direct operations of \$581,273. When employee benefits (health insurance, retirement, etc.) are factored in at 30% (\$772,323), this brings the total expense to \$4,783,497, resulting in a net deficit from operations of \$191,050.

**Table 1**  
**DEM Rinks Operating Results, FY 1992 (FY 1991 for 4 Worcester-area Rinks)**

	Total Revenue	Labor	Imputed Benefits @ 30%	Operating Expenses	Total Expenses, Direct & Indirect	Net Gain (Loss)
<b>Totals</b>	\$4,592,447	\$2,574,410	\$772,323	\$1,436,764	\$4,783,497	(\$191,050)

For reference and comparative purposes, in FY 03 the total revenues generated by the 19 rinks operated by the MDC (the Steriti Rink was closed during FY 2003) were \$3,080,707, while the total operating expenses, including payroll and employee charge-backs, were \$3,816,774. This resulted in a net deficit from operations of \$736,067. (For FY 2004, with the basic ice rental rates increased from \$130 to \$160 per hour, projected DUPR rink revenues will increase to \$4,110,255.)

**Table 2**  
**MDC Rinks Operating Results, FY 2003**

	Total Revenue	Labor, including chargebacks	Operating Expenses	Total Expenses	Net Gain (Loss)
<b>Totals</b>	\$3,080,707	\$1,475,949	\$2,340,825	\$3,816,774	(\$736,067)

During the period from FY 1993 through FY 2003 (the first full fiscal year under long term leases), the (formerly) DEM rinks generated fee revenues to the Commonwealth totaling \$3,536,706. These fees were generally based on provisions in the shorter term concession agreements providing that varying percentages of gross revenues be paid to the Commonwealth as rent. These annual revenues grew from a low of \$60,430 in FY 1995 to a high of \$548,338 in FY 2001, averaging \$487,000 annually between FY 1996 and FY 2002. These revenues were

in addition to the required capital payments totaling \$1,862, 462 discussed in the capital section above.

In FY 2003, the corresponding fee revenues to the Commonwealth dropped to \$77,855, as they were offset and multiplied several times over by the nearly \$6 million of capital investments made at the rinks, as described in the capital improvements section above.

It should be further noted that in the first full year following the transfer of rink operations to concessionaires, DEM and the Commonwealth realized a savings of over \$1.4 million corresponding to annual energy and other non-personnel operating expenses associated with the skating rinks. There were little or no net savings on the personnel/ payroll side, as most rink employees who were not hired by the concessionaires were reassigned to fill critical vacancies at other parks and recreation facilities managed by the agency.

The corresponding annual savings that may be inferred for the (formerly) MDC rinks, based on FY 2003 expenditure082 Tc be

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**Part II: Feasibility and Merits of Executing Long Term Lease Arrangements for the Skating Rinks under the Control of the Metropolitan District Commission as of June 30, 2003**

**A. General Background**

The Department of Conservation and Recreation is committed to providing affordable recreational access to the broadest possible range of people. For those state rinks currently under 25 year leases, the lessees have committed themselves to spending at minimum a total of \$39.025 million in capital improvements across all 17 rinks, including all the communities mentioned above. Already, in the 18 months since the leases were signed, the operators have invested over \$5.8 million in facility and equipment upgrades at these rinks. By contrast, our engineers estimate that our (formerly) MDC rinks will need collectively over \$45 million in capital improvements over the next 10 years.

Our experience has shown that when rink managers have the flexibility and incentive to focus their energies and resources on rink operations, they consistently deliver high quality, innovative and affordable recreational services. When they have the ability to amortize costs over a 25 year lease term, they are both willing and able to commit themselves to making the capital investments needed to ensure efficiently operated and well-maintained facilities.

Although our state's fiscal picture is beginning to improve, we are still faced with great challenges in the years to come, with many competing and compelling demands for the state's limited capital funds. We are committed to keeping all 38 state rinks open, affordable and accessible. Skaters young and old who use the state's leased rinks from Peabody to Holyoke enjoy clean, comfortable and well-maintained facilities, with longer skating seasons and affordable user fees.

Our goal is to provide the skaters who depend on the (formerly) MDC rinks with these same benefits. We believe that long term leasing partnerships, modeled on the principles of the successful DEM program and tailored to best ensure the long term viability of each MDC rink, are the way to accomplish this goal.

## **Our goals for all rinks:**

- Clean, comfortable, and well-maintained facilities
- Capital improvements committed to by operator
- Longer skating seasons and expanded hours of operation
- Affordable user fees

### **B. Similarities and Differences/ Some Historical Background**

A significant difference between the rinks of the Division of Urban Parks and Recreation (DUPR), formerly the MDC, and those of the Division of State Parks and Recreation (DSPR), formerly the DEM, is that the majority of DUPR rinks were originally constructed as outdoor rinks and subsequently converted to indoor facilities. All the 18 DSPR rinks, by contrast, were initially constructed as indoor skating arenas.

A related difference is the overall age of the facilities. The oldest DUPR rink, the Ulin Rink in Milton, was first constructed in 1954. Subsequently, pursuant to chapter 650 of the acts of 1966 and other legislative appropriations, “new rolled roofing” and other improvements were made at the Ulin and other DUPR rinks to convert them to indoor recreational facilities. The Ulin Rink recently underwent a total rehabilitation, completed in June of 1998, costing \$3,779,000.

The newest DUPR rink is the Steriti Rink in Boston’s North End, originally constructed as an indoor arena in 1975. The Steriti Rink also

recently underwent a comprehensive renovation, costing \$5,477,000, and re-opened in September, 2003.

For comparison, the oldest DSPR rink is the Smead Memorial Rink in Springfield, constructed in 1969, and the newest is the Asiaf Rink in Brockton, constructed in 1978.

The median age for DUPR rinks is 37 years from original construction, while the median age for DSPR rinks is 31 years.

The rinks of the DUPR are somewhat longer, at 200' by 85', than the rinks of the DSPR, whose skating surfaces are 185' by 85'.

Four of the DUPR rinks (the Flynn Rink in Medford, the Bajko Rink in Boston's Hyde Park neighborhood, the Cronin Rink in Revere and the Murphy Rink in South Boston) house adjacent 85' by 40' "tot rinks". Seven of the DUPR rinks also have a variety of improvements, primarily locker rooms, constructed by user organizations associated with each rink, respectively. One rink, the Connell Rink in Weymouth, houses an indoor swimming pool operated from September through June annually.

Parking and indoor seating capacities at DUPR facilities are generally smaller than at DSPR facilities. Parking lot capacities at DUPR facilities range from a low of 15 at the Reilly and Connery rinks in Brighton and Lynn, respectively, to a high of 250 at the Porazzo Rink located near Constitution Beach in East Boston, with a median capacity of 100 vehicles.

Several DUPR rinks and their parking areas also historically have supported adjacent or nearby recreational activities, especially during those times of the year when the skating rinks are not operating. These include: parking for adjacent seasonally operated outdoor swimming pools at four rinks; serving as bathhouses for nearby beaches in South Boston and East Boston; parking for adjacent ball fields, trails or parks at the rinks in Dorchester and Medford, and indoor bocce courts at the North End's Steriti Rink.

A typical DSPR rink facility is comprised of a main skating arena, separated by a windowed wall from the entrance/ lobby area; four team changing rooms centered around one shower/ toilet area; a mechanical room and a partial second floor with a generator and conference room.



### C. Prior Leasing Experiences with DUPR Rinks

Three rinks in the DUPR system, the Metropolis Rink in Canton, the Veterans Memorial Rink in Arlington, and the Kasabuski Rink in Saugus, have been the subject of twenty-five year lease agreements with their respective host community.

The earliest of these agreements, between the MDC and the town of Arlington for the Veterans' Memorial Skating Rink in Arlington, commenced on September 1, 1977 and expired on August 31, 2002. Arlington has continued to operate and maintain the rink on a tenant-at-will basis since the expiration of the lease.

The rink was leased to Arlington pursuant to authority granted by the General Court under section 1 of chapter 650 of the acts of 1966, which states in part: “[The MDC] may enter into leases or other agreements relating to the operation of its facilities **with public or other bodies or individuals**, upon such terms and conditions as it may deem just and expedient. **The terms of such leases or agreements may include the right to charge fees as herein authorized...**”. Earlier in this section, which appropriated \$5 million for the construction of recreational facilities within the metropolitan parks district, it is stated that “[the MDC] shall charge reasonable fees wherever feasible to cover the costs of **operation and maintenance** of its facilities”. (emphasis added)

Specifically with respect to capital improvements at the rink, the lease in Article III obligated the lessor (MDC) to “immediately undertake and bear the cost of certain repairs, renovations and improvements to the premises...” These were specified in an attachment and included “new rolled roofing” over the skating area, new dasher board and other major renovations for the rink’s refrigeration and ventilation systems. The lease is otherwise silent as to responsibility for future major capital improvements at the rink. (A copy of the lease is attached as Appendix III)

A second twenty-five year lease, between the MDC and the town of Canton relative to the Metropolis Memorial Skating Rink adjacent to the Ponkapoag Golf Course in Canton, commenced on July 1, 1980 and runs through June 30, 2005. The rink was leased pursuant to authority granted under section 1 of chapter 725 of the acts of 1970, which elsewhere appropriated \$10 million for recreational facilities in the metropolitan parks district, and specifically allocated \$950,000 “for the construction of a covered skating rink and related facilities in the town of Canton”.

The section, in its second paragraph, contained long term lease authorizing language identical to that contained in chapter 650 of the acts of 1966, cited above. Regarding major capital improvements, the lease in Article VII obligates the lessor (MDC) “to undertake certain renovations **...upon approval of legislation providing a specific appropriation for same**”(emphasis added). These agreed-upon renovations are specified in the lease’s Exhibit B, and included a dehumidification system for the rink, locker rooms with shower facilities and seating for spectators.

The third twenty-five year lease, between DCAM (then the Division of Capital Planning and Operations, or DCPO) and the town of Saugus for the Kasabuski Rink at Breakheart Reservation in Saugus, commenced on April 1, 1987 and runs through March 31, 2012, with an option to renew for a further term of five years. The rink was leased pursuant to authority granted by the General Court in chapter 330 of the acts of 1982, an act “Authorizing the Division of Capital Planning and Operations to Sell and Convey a Certain Parcel of Land to the Town of Saugus”.

Chapter 330 authorized the sale “or conveyance” of the specified Kasabuski Rink parcel “upon such terms and for such consideration as is acceptable to the division of capital planning and operations”.

Unlike the earlier-referenced leases, the Saugus lease does not on its face appear to obligate the Commonwealth to make any specific or categorical capital repairs or improvements at the Kasabuski Rink. Rather, it states that “any costs incurred by the Lessee (Saugus) in conducting its operations shall be done at its sole expense”, and later in clause II (C) states: **“The lessee shall maintain the premises and the facilities located thereon in good order and repair at its sole expense during the term of this lease and shall perform at its sole cost all required maintenance repairs and service relating to the facilities’ use and occupancy.”**(emphasis added)

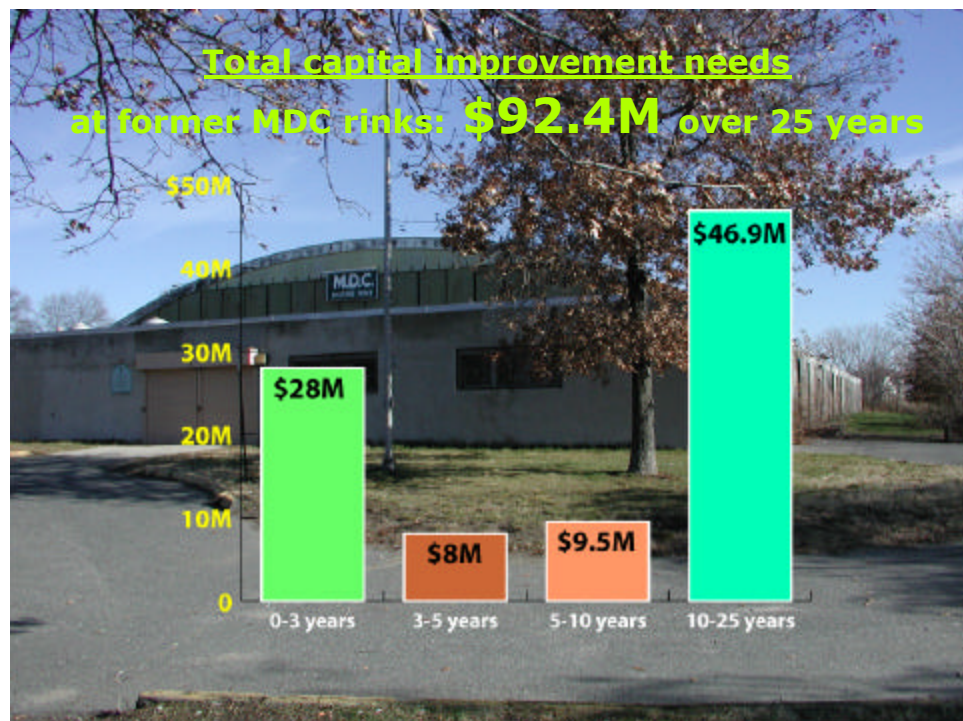
The principle of equal, non-discriminatory access to the recreational use and enjoyment of the rinks is memorialized in all three lease agreements in varying language. The Canton lease states that the rink be **“open and available to all persons residing within the Metropolitan Parks District....in accordance with the laws of the Commonwealth of Massachusetts and in accordance with the directions, rules and regulations of the Department of Public Safety, the MDC and other proper officers of the governmental agencies having jurisdiction thereover”**.

The Arlington lease states in part: **“The facility shall be maintained and operated for the use of the general public with priority for ice time being reserved to members of the Metropolitan Parks District...and fees shall be uniform for all persons within the Metropolitan Parks District using the facilities.”**

The Saugus lease states, in part, that **“no person on the ground of race, color, creed, sex, age or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of these facilities”**.(emphasis added)

#### **D. Recent Capital Expenditures and Future Capital Needs**

A compelling reason for executing long term lease arrangements for the DUPR rinks is to address their major current and future capital maintenance and improvement needs. These needs, as developed by engineering staff in the Department of Conservation and Recreation in consultation with the Division of Capital Asset Management and Maintenance, are presented in more detail in Appendix IV. In summary, the estimated cost for immediate capital needs (1 to 3 years), totals \$28 million, and increases to \$45.5 million over the next ten years. Going out 25 years, the estimated capital costs for the DUPR rinks rise to a total of \$92.4 million.

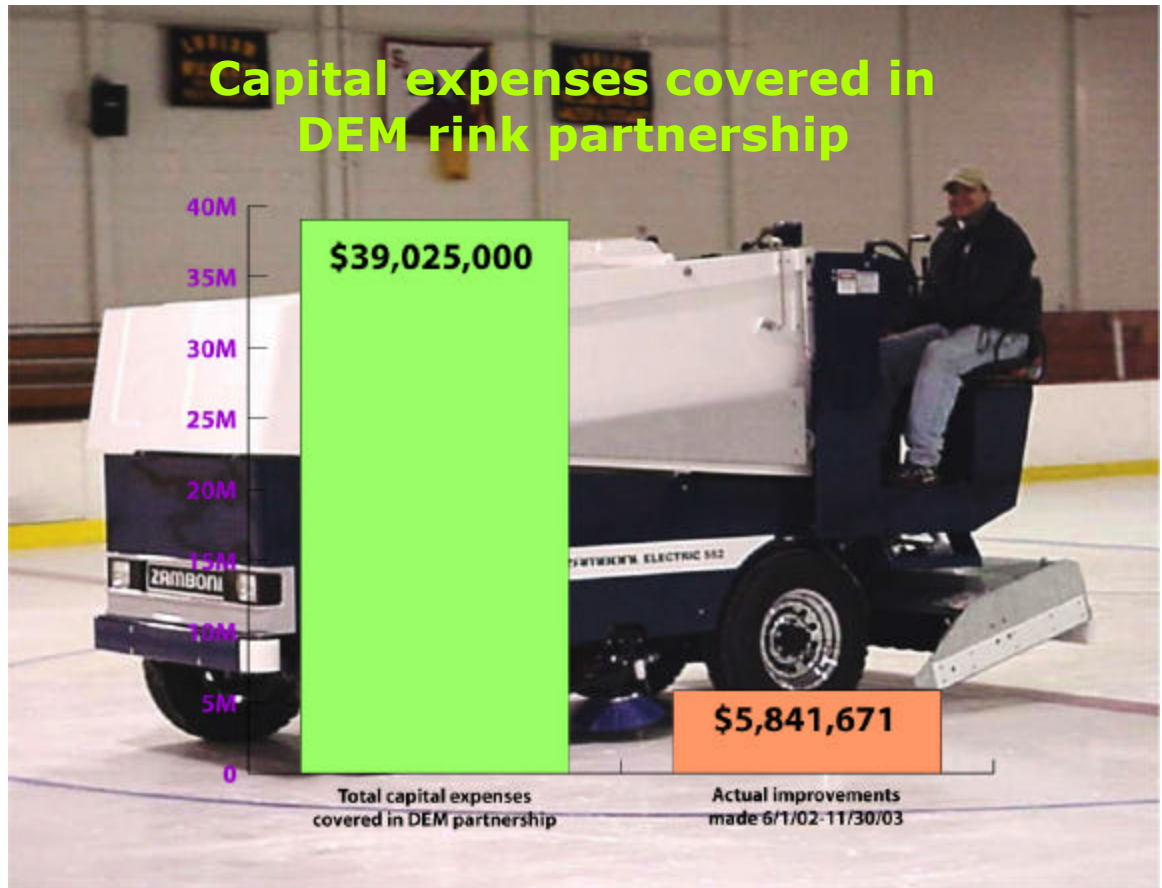


The near term capital projects from which these totals are derived include: new rink beds (\$500,000 each) at 4 rinks; new dasher boards with safety glass (\$150,000 to \$200,000 per rink) at 5 rinks; and new refrigeration systems (\$600,000) at 7 rinks.

The above figures include the Cronin Rink in Revere (currently closed) and the Veterans Memorial Rink in Somerville, both recommended for total replacements which would cost an estimated \$8 million apiece if done as state construction projects.

The present and future capital needs described above are on top of the nearly \$42 million spent on capital improvements at twenty DUPR rinks during the period from FY 1990 through FY 2003. These expenditures were for projects ranging from new roofs at the Emmons-Horrigan-O'Neil Rink in Charlestown and the Daley Rink in Newton, respectively, in 1996, to the \$7.1 million replacement of the Allied Veterans Rink in Everett, completed in the year 2000.

The Commonwealth's experience with the long term leasing of the rinks in the system overseen by DSPR, is that when lessees have the ability to amortize the costs of such major capital improvements over the twenty-five year term of the lease, they have been both willing and able to make the necessary financial commitments. They have also been able to accomplish high quality work more quickly and at less cost than comparable state construction projects.



With the incentive and the flexibility to focus their management and marketing expertise on providing high quality, customer-responsive recreational services, these operators, both public and private, are consistently delivering quality, affordable ice skating opportunities for the public at efficiently run and well-maintained facilities.

Based upon our review of the results of the long-term leasing program implemented by the former Department of Environmental Management for the skating rinks formerly under its control, we have concluded that the optimal way to improve the quality of services for the skating rinks under the control of the Metropolitan District Commission as of June 30, 2003, is to execute similar long-term lease arrangements for these facilities. Given the great challenges that we still face in the years to come, we believe that this is the best way to fulfill our commitment to keep all 38 state skating rinks open, affordable and accessible.

In order to attract quality bidders, maximize capital improvements and extend the hours of operation and the services available in these skating rinks, we further recommend that we be authorized to implement a request for proposals and leasing process that would commence no later

than March 1, 2004. This process would be modeled on the principles of the former DEM's successful program, and customized as appropriate to ensure the long term quality and viability of each (formerly) MDC rink.

Finally, in order to minimize any personnel disruptions resulting from such transactions, we propose that any current rink employee not hired by a rink lessee, be re-assigned to address other critical recreational service needs within the Department of Conservation and Recreation, with no resulting reduction in compensation, seniority or benefits.

### **We are committed to:**

1. Freeze present ice time rates for first three years
2. Guarantee current ice time allocations for first year
3. Require lessees to make major, needed capital improvements early, within first three years
4. Ensure performance, compliance and responsiveness with strong public monitoring and oversight

### **Part III. Recommendations for Legislative Action**

**We strongly recommend that the General Court, as expeditiously as possible, enact legislation authorizing the Division of Capital Asset Management and Maintenance (DCAM), in consultation with the Department of Conservation and Recreation (DCR), to enter into leases of up to twenty-five years for the skating rinks currently being managed and operated directly by the Division of Urban Parks and Recreation.**

There are several legislative precedents for this proposed action, the most recent example being **section 30 of chapter 88 of the acts of 2001**:

***SECTION 30.** Said chapter 159 is hereby further amended by striking out section 366 and inserting in place thereof the following section:-*

*Section 366. The division of capital asset management and maintenance, on behalf of, and in consultation with, the department of environmental management, may, notwithstanding sections 40E to 40K, inclusive, of chapter 7 of the General Laws and utilizing such competitive proposal process as the commissioner of said division deems necessary or appropriate, to lease and enter into other agreements, for terms not to exceed 25 years, to 1 or more proponents, for 1 or more skating rinks so as to provide for the continued use, operation, maintenance, repair and improvement of all of the following state-owned buildings and facilities together with the land and appurtenances associated therewith: Representative John G. Asiaf skating rink, Brockton; Arthur R. Driscoll memorial skating rink, Fall River; Veterans memorial skating rink, Franklin; Stephen Hetland memorial skating rink, New Bedford; John A. Armstrong memorial skating rink, Plymouth; Theodore J. Aleixo, Jr. skating rink, Taunton; Veterans Memorial Skating Arena, Haverhill; John J. Janas Memorial Skating Rink, Lowell; Henry Graf, Jr., Skating Rink, Newburyport; James E. McVann and Louis F. O'Keefe Memorial skating rink, Peabody; Daniel S. Horgan Memorial Skating Rink, Auburn; Gardner Veterans Skating Rink, Gardner; John J. Navin skating rink, Marlboro; Honorable Charles J. Buffone Skating Rink, Worcester; Greenfield Area Skating Rink, Greenfield; Henry J. Fitzpatrick skating rink, Holyoke; Ray Smead Memorial Skating Rink, Springfield; and Vietnam Veterans Memorial Skating Rink, North Adams. Such leases and other agreements shall be on terms acceptable to the commissioner of capital asset management and maintenance after consultation with the commissioner of environmental management and, notwithstanding any*

*general or special law to the contrary, shall provide for the lessees to manage, operate, improve, repair and maintain the properties. Any lease or other arrangement requiring improvements to be made to any buildings may include a description of the initially required improvements and, at a minimum, performance specifications. Ice time at department of environmental management owned skating rinks shall be allocated to user groups in the following priority order: general public skating; youth groups; high school hockey; and adult organizations or informal groups. Ice time may be allocated at the discretion of the lessees with the following restrictions: general public skating shall be booked at a minimum of 16 hours per week, with a range of times and days which reasonably allow for public skaters of all ages to participate in some public skating sessions. Every effort shall be made to balance the ice allocation needs of long-established youth organizations and newly formed youth organizations in a manner that provides equal opportunity and equal access for youths of each gender. Leases and other agreements shall provide that any benefits to the communities and the costs of improvements and repairs made to the properties provided by the lessees or the recipients of the properties shall be taken into account as part of the consideration for the leases or other agreements. All consideration received from the leases or other agreements shall be payable to the department of environmental management for deposit into the Second Century Fund, established in section 2EE of chapter 29 of the General Laws. The recipients of the properties shall bear all costs deemed necessary or appropriate by the commissioner of capital asset management and maintenance for the transactions, including without limitation, all costs for legal work, survey, title and the preparation of plans and specifications.*

This law authorized DCAM, on behalf of the Department of Environmental Management (now DCR), to enter into long term leases for operation and management services and capital improvements for the 18 rinks then overseen by DEM. The proposed legislation relative to the DUPR rinks is substantially based upon this model.

**Chapter 650 of the acts of 1966 and chapter 725 of the acts of 1970** may also be seen as important general legislative precedents for the legislation recommended herein. Each act contains the following authorization:

*“Said commission [the MDC] may enter into leases or other agreements relating to the operation of its facilities with public or other bodies or individuals, upon such terms and conditions as it may deem just and expedient. The terms of such leases or agreements may include the right to charge fees as herein authorized...”* The latter phrase appears to be referencing this phrase appearing earlier in the same sections: “[The



*MDC] shall charge reasonable fees wherever feasible to cover the costs of operation and maintenance of its facilities.”*

These acts subsequently served as the basis for the leasing of MDC rinks for terms of twenty-five years to the towns of Arlington and Canton, respectively. While the leases that ensued from these authorizing acts were limited to individual municipalities did not convey to the lessees the responsibility for major capital work, it seems clear that the more comprehensive and competitive leasing process proposed herein would be well within the scope of their provisions.

In order to move forward as expeditiously as possible in the event we receive the requested legislative authorization, DCR has been working closely with DCAM since October of 2003 to compile and prepare detailed information regarding the existing conditions, operating costs and revenues, and future capital needs for the DUPR rinks. Using the process developed and followed for the leasing of the DSPR rinks in 2002 as our model, we are endeavoring to be in a position to proceed to the RFP stage, including all required notices, advertising and informational sessions, immediately following such enactment.

**We urge early enactment of the proposed authorizing legislation, in order to allow sufficient time to conduct a thoroughly fair, open and competitive RFP process (approximately six weeks to two months), and to have new long term rink operating partners in place early enough for a smooth transition. Our goal is to have the entire process completed in time for the 2004-2005 rinks season, beginning in September, 2004.**

## **Appendix I Text of section 629 of chapter 26 of the acts of 2003:**

SECTION 629. The commissioner of conservation and recreation, in consultation with the division of capital asset management and maintenance, shall devise a long-term plan for improving the quality of the services offered in recreational facilities in the commonwealth. Such plan shall consider the feasibility and merits of executing long-term lease arrangements for recreational facilities that are under the control of the department, including but not limited to those recreational facilities under the control of the metropolitan district commission as of June 30, 2003, including the skating rinks and golf courses. The commissioner shall also report on the long-term lease program implemented by the former department of environmental management for the skating rinks formerly under its control, including an evaluation of the capital improvements that have been made, improvements in service and hours of operation and the financial results of such transactions. The commissioner shall also recommend ways to attract quality bidders, maximize capital improvements, extend hours of operation and the services that are available in such facilities and to minimize personnel disruption resulting from such transactions. The plan shall include recommendations for legislative actions that may be required to improve the quality of services in recreational facilities. The commissioner shall submit his report to the house and senate committees on ways and means and to the joint committee on natural resources and agriculture no later than December 1, 2003.

## Appendix II Capital Improvements at (Formerly) DEM Rinks

### DSPR Rink Partnership: 25 year lease of rinks

Rink	Capital spent to date	Total capital committed over lease period
Auburn	218,396	\$2,652,000
Brockton	1,079,123	\$2,458,000
Fall River	335,680	\$3,034,000
Franklin	1,346,260	\$2,502,000
Gardner	342,866	\$3,138,000
Greenfield	436,245	\$2,375,000
Haverhill	86,000	\$1,411,000
Holyoke	137,349	\$2,145,000
Lowell	47,000	\$1,077,000
Marlborough	318,370	\$2,784,000
New Bedford	351,750	\$2,479,000
Newburyport	30,000	\$1,077,000
Peabody	120,000	\$1,475,000
North Adams	n/a	n/a
Plymouth	113,444	\$2,588,000
Springfield	429,958	\$2,310,000
Taunton	352,680	\$3,093,000
Worcester	96,550	\$2,427,000
Total capital expenditure:	\$5,841,671	\$39,025,000

### Appendix III Lease Between MDC and the Town of Arlington Relative to the Veterans' Memorial Rink

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dred thousand dollars. All bonds issued by the commonwealth, as aforesaid, shall be designated on their face, State Government Center Loan, Act of 1966, and shall be on the serial payment plan for such maximum term of years, not exceeding twenty years, as the governor may recommend to the general court pursuant to Section 3 of Article LXII of the Amendments to the Constitution of the Commonwealth, the maturities thereof to be so arranged that the amounts payable in the several years of the period of amortization, other than the final year, shall be as nearly equal as in the opinion of the state treasurer it is practicable to make them. The bonds shall bear interest semiannually at such rate as the state treasurer, with the approval of the governor, shall fix. The initial maturities of such bonds shall be payable not later than one year from the date of issue thereof, and the entire issue not later than June thirtieth, nineteen hundred and ninety-two.

*Approved September 4, 1966.*

#### **Chap. 650. AN ACT TO PROVIDE FOR A SPECIAL RECREATION PROGRAM FOR THE METROPOLITAN PARKS DISTRICT.**

*Whereas*, The deferred operation of this act would tend to defeat its purpose, which is to provide funds immediately for a special recreation program for the metropolitan parks district, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

*Be it enacted, etc., as follows:*

**SECTION 1.** The metropolitan district commission is hereby authorized and directed to expend a sum not exceeding five million dollars to construct recreational facilities within the metropolitan parks district, and to enlarge and improve existing facilities, in such manner and at such locations as it may determine, and in a manner designed to serve all parts of the metropolitan parks district equally in proportion to the need, and shall charge reasonable fees wherever feasible to cover the costs of operation and maintenance of its facilities; provided, that said commission shall expend from the proceeds of the bonds authorized to be issued under section three not less than one million dollars for the purposes authorized by chapter seven hundred and thirteen of the acts of nineteen hundred and sixty-four, and for the construction of such other recreational facilities in the Roxbury-North Dorchester General Neighborhood Renewal Plan area in the city of Boston as said commission may deem necessary to meet the grave shortage of recreational facilities in the said area. Said commission may enter into leases or other agreements relating to the operation of its facilities with public or other bodies or individuals, upon such terms and conditions as it may deem just and expedient. The terms of such leases or agreements may include the right to charge fees as herein authorized, and full and complete information regarding any and all such leases and agreements and the operation resulting therefrom shall be a matter of public record and shall, at all times, be available upon request. Said commission, acting so far as may be in consultation with the proper local boards, may, on behalf of the commonwealth, take by eminent domain in fee or otherwise, or acquire by purchase, gift or devise, such public or private lands, water rights, rights of way, easements or other interests in land

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as it may deem necessary or desirable for carrying out the provisions of this act; provided, that no payment shall be made for the purchase of said property until an independent appraisal of the value of the property has been made by a qualified, disinterested appraiser; and further provided, that nothing in this act shall be construed to limit existing rights of any city or town in relation to water supply purposes, or in any way obstruct such rights.

**SECTION 2.** Funds provided in this act shall be in addition to prior appropriations authorized for the purposes defined in section one and shall not be subject to the provisions of section thirty A of chapter seven of the General Laws; provided, that no expenditure shall be made for consultant services, so called, or services coded in accordance with the expenditure code manual under the subsidiary title "03 Services — Non-employees" unless the rate of compensation for such services shall have been approved by the commissioner of administration. Said commissioner shall, immediately upon the approval of any such rate or rates, file copies of the schedule or schedules of approved rates with the comptroller and with the house and senate committees on ways and means. Before engaging such consultant services under said subsidiary title "03", as so coded, as "Professional", said commission shall certify to the budget director that funds are available for the purpose and shall then file a statement of intent with the budget director, the comptroller and the house and senate committees on ways and means. Such statement shall include the rate of compensation, the period of time for which the services are to be engaged or scope of work to be done, and such other pertinent information as may be necessary to establish the maximum limit of the commonwealth's obligation.

**SECTION 3.** To meet the expenditure necessary in carrying out the provisions of section one, the state treasurer shall, upon request of the governor, issue and sell at public or private sale bonds of the commonwealth, registered or with interest coupons attached, as he may deem best, to an amount to be specified by the governor from time to time, but not exceeding, in the aggregate, the sum of five million dollars. All bonds issued by the commonwealth, as aforesaid, shall be designated on their face, Metropolitan District Commission Recreation Loan, Act of 1966, and shall be on the serial payment plan for such maximum term of years, not exceeding ten years, as the governor may recommend to the general court pursuant to Section 3 of Article LXII of the Amendments to the Constitution of the Commonwealth, the maturities thereof to be so arranged that the amounts payable in the several years of the period of amortization other than the final year shall be as nearly equal as in the opinion of the state treasurer it is practicable to make them. Said bonds shall bear interest semiannually at such rate as the state treasurer, with the approval of the governor, shall fix. The initial maturities of such bonds shall be payable not later than one year from the date of issue thereof and the entire issue not later than June thirtieth, nineteen hundred and seventy-nine.

**SECTION 4.** All interest payments and payments on account of principal on such obligations shall be paid from metropolitan parks district funds, to be assessed by methods fixed by law.

*Approved September 4, 1966.*

L E A S E

METROPOLITAN DISTRICT COMMISSION

TO

TOWN OF ARLINGTON

ARLINGTON VETERANS' MEMORIAL SKATING RINK

THIS INDENTURE, made this 1st. day of June , 1977, by and between the Commonwealth of Massachusetts acting through its Metropolitan District Commission, hereinafter called the LESSOR, party of the first part; and the Town of Arlington, a body politic and corporate existing under the laws of the Commonwealth of Massachusetts, hereinafter called the LESSEE, party of the second part.

WITNESSETH: That in consideration of the covenants herein contained on the part of said Commonwealth of Massachusetts and said Town of Arlington to be kept and performed, said Commonwealth of Massachusetts, acting by said Metropolitan District Commission, pursuant to authority granted under Chapter 650 of Acts of 1966, does hereby lease unto the said Town of Arlington the land with the building thereon situated on Summer Street in Arlington, County of Middlesex in said Commonwealth and known as the Arlington Veterans' Memorial Skating Rink.

IT IS UNDERSTOOD AND AGREED as part of this Lease that the demised premises are to be used and occupied by LESSEE primarily as a skating rink open and available to all persons residing within the Metropolitan Parks District.

TO HAVE AND TO HOLD the premises hereby leased unto the said Town of Arlington for a term of twenty-five years, commencing September 1, 1977, unless sooner terminated as hereinafter provided.

YIELDING AND PAYING THEREFOR rent at the rate of One Dollar annually.

This Lease is given and accepted upon the express condition that all of the covenants and agreements herein contained shall be faithfully and punctually observed and performed by said LESSEE and upon further conditions herein stated. It is also agreed that the covenants, terms and conditions herein contained and each of them, shall be enforceable in equity, such remedy being cumulative with the right of entry for forfeiture without legal process and with all other remedies.

ARTICLE I. The LESSEE hereby further covenants with the LESSOR and agrees that during the term of this Lease and for such further time as the LESSEE or any other person or persons claiming through or under it shall hold the premises or any part thereof, as follows:

(a) The LESSEE will keep and maintain the entire demised premises and all pipes, wires, glass, plumbing, equipment and fixtures, including the yard of the demised premises and the fence about the same, in the same condition they are in at the commencement of the term of this Lease or may be put in thereafter, damage by fire and other unavoidable casualty and reasonable wear and tear excepted.

(b) LESSEE further agrees to keep and to use the demised premises at all times in a condition that is in accordance with the laws of the Commonwealth of Massachusetts and in accordance with the directions, rules and regulations of the Department of Public Safety, the Metropolitan District Commission and other proper officers of the governmental agencies having jurisdiction thereover. In the event LESSEE shall be in breach of this paragraph, LESSOR may take such action as may be required and LESSEE shall reimburse the LESSOR upon demand for the cost thereof.

(c) The LESSEE will keep the sidewalks and ways used in connection with and bordering on the demised premises free and clear of rubbish, obstructions, encumbrances, snow and ice, and the LESSEE will save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or other agency, or by the use of apparatus, fixtures, machinery, piping, wiring, or appurtenances therefor on or from the demised premises or its appurtenances, or by the bursting or leaking of pipes or appurtenances, as well as from any claim or damage arising from negligence in not removing snow or ice as aforesaid, or out of any nuisance made or suffered on the demised premises, except to the extent that any of the foregoing is directly caused by the LESSOR.

(d) The LESSEE will not make any alterations or additions to the demised premises without first obtaining on each occasion the written consent of the LESSOR, which consent shall not be unreasonably withheld.

(e) All equipment, fixtures and property of any kind which may be on or about the demised premises shall be at the sole risk or hazard of the LESSEE.

(f) It is expressly understood and agreed by and between the parties hereto that during the term of this Lease the LESSEE shall be deemed to be in exclusive possession of the demised premises (subject to the right of the LESSOR to enter to examine), and that the LESSOR shall not be under any duty to make any repairs (except as hereinafter provided) it being the intent hereof that LESSEE shall bear all expenses connected with said premises including payment of all charges for water and other utilities during the term hereof.

(g) The LESSEE hereby covenants and agrees to save the LESSOR harmless from or on account of any claim for damages for any injury, loss or damage to any person or property in or upon the said demised premises or upon the sidewalks and ways contiguous thereto except such injury, loss or damage as may be caused directly by the LESSOR's negligence.

(h) The LESSEE shall keep the premises under its personal control and shall not assign the Lease or sublet the premises or any part thereof without the prior written consent of the LESSOR.

ARTICLE II. It is expressly understood and agreed by and between the parties hereto that during the term of this Lease the LESSEE shall maintain and operate the premises primarily as a skating rink in the winter months and as tennis courts in warm weather months. The facility shall be maintained and operated for the use of the general public of the Metropolitan Parks District on an equal basis. The LESSEE may charge reasonable fees to cover the costs of operation and maintenance of the facilities and such fees shall be uniform for all persons within the Metropolitan Parks District using the facilities.



ARTICLE III. The LESSOR agrees to immediately undertake and shall bear the cost of certain repairs, renovations and improvements to the premises for the benefit of the LESSEE, all as set forth in Exhibit A attached hereto and made a part hereof.

ARTICLE IV. (a) This Lease may be terminated immediately by the LESSOR by written notice to the LESSEE in the event of substantial failure by the LESSEE to fulfill its obligations or violation of any of the covenants and stipulations contained herein.

(b) Either party may terminate this Lease at any time for its convenience by giving the other party written notice at least sixty days prior to the effective date of such termination.

(c) If termination for convenience is effected by the LESSOR, an equitable adjustment shall be made to reimburse the LESSEE for capital improvements made to the premises by the LESSEE, subject however to depreciation and other normal business procedures

(d) In case the buildings and structures or any part thereof shall, during said term, be destroyed or damaged by fire or other unavoidable casualty so that the same shall thereby be rendered unfit for use and occupation, this Lease shall terminate, unless the LESSEE shall elect to rebuild or replace the destroyed or damaged buildings or structures, in a time and manner satisfactory to the LESSOR. Notice of its election must be given to the LESSOR in writing by the LESSEE within forty-five (45) days of said destruction or damage.

ARTICLE V. Any delay or omission on the part of either party to this Lease in exercising any right hereunder shall not be deemed a waiver thereof.

ARTICLE VI. This document embodies all the terms and conditions of the Lease and may be altered and amended only by a written document duly executed by both parties hereto.

IN WITNESS WHEREOF, the Commonwealth of Massachusetts has caused these presents to be executed in four (4) equal counterparts by a majority of its said Metropolitan District Commission, including the Commissioner, who do, therefore, hereunto set their hands and seals, without however incurring any personal liability by reason of the execution hereof; and the Town of Arlington has caused its corporate seal to be affixed hereto and these presents to be executed in four (4) equal counterparts in its name and in its behalf by its Board of Selectmen, who do, therefore, hereunto set their hands and seals, without however incurring any personal liability by reason of the execution hereof, all on the day and year first above written.

TOWN OF ARLINGTON

BY:

*John D. Sneed*  
Board of Selectmen

*Anna Mahon Powers*  
Board of Selectmen

*Margaret H. Spengler*  
Board of Selectmen

*Robert H. O'Connell*  
Board of Selectmen

*William D. Sauls*  
Board of Selectmen

*Paul R. Murphy*  
Town Manager

*Joseph A. Russell*  
Town Counsel

COMMONWEALTH OF MASSACHUSETTS  
METROPOLITAN DISTRICT COMMISSION

*John D. Sneed*  
Commissioner

*Theresa D. Sawyer*  
Associate Commissioner

*Gerita B. Banks*  
Associate Commissioner

*Peter D. Cabett*  
Associate Commissioner

*Concetta Rodriguez*  
Associate Commissioner

EXHIBIT A

- A. (1) Roof Over Skating Area. To receive new rolled roofing, flashing and protective covering system to retard ultra-violet damage.
- (2) Service Building Roof. Remove the water damaged sections, including saturated insulation. Replace the removed materials and cover the entire roof with new asphalt and gravel. Repair all other roof defects, flashings and install a new flashing system adjacent to the rink wall.
- (3) Masonry Work. Raise existing brick work walls on the skating rink.
- (4) Metal Wall System Alternate. In lieu of insulated metal panels, utilize the existing translucent panels above the level of new brick work as insulation. Install prefinished metal wall panels on both interior and exterior walls of the rink. This method is being used to help hold down total project cost.
- (5) Doors and Frames. Replace the existing service building corridor aluminum frame exit doors. Furnish and install nine (9) pairs of metal doors and frames in new rink walls, to be used as emergency exits in accordance with public safety requirements.
- (6) Dasher Boards. Remove existing wood dasher boards, and then utilizing the existing steel framework, install a new polyethylene system. New dashers will include team boxes, penalty boxes, score keeper's area and acrylic screening.
- (7) Ventilation System. Repair the six (6) existing rink roof exhaust fans. Install in the new rink end walls an exhaust fan and fresh air intake louvers.
- (8) Refrigeration System. Perform the required repairs, including replacement of one (1) compressor, to make the system completely operational.
- (9) Snow Guard. Install one hundred (100') feet of snow guard on rink rear roof.
- (10) Fencing. Repair the existing damaged, chain link fence at the rear of the skating rink.
- (11) Door Replacement. Remove doors between warming room and skating area and replace with air curtains. Replace front aluminum frame entrance doors, with metal doors and frames.

- (12) Overhead Doors. Replace wooden doors at rink ends, with upward acting sectional steel doors.
- (13) Snow Guards. Install snow guard on rink roof, to protect service building roof.
- (14) Heating. Install additional heaters in warming room and relocate existing warming room units to provide uniformly heated area.

B. WORK ALREADY COMPLETED

Intrusion Alarm. This system is installed and presently in operation under a separate contract. LESSEE will assume and pay all monthly charges under said contract from the date hereof.

## **Appendix IV Capital Needs at (Formerly) MDC Rinks**

**Engineers' estimates of rink repair and reconstruction capital needs for former MDC rinks**

<b>Rink</b>	<b>0-3 years</b>	<b>3-5 years</b>	<b>5-10 years</b>	<b>10-15 years</b>	<b>15-20 years</b>	<b>20-25 years</b>	<b>Total</b>
<b>Connery, Lynn</b>	20,000	0	1,439,999	990,000	914,000	0	<b>\$3,363,999</b>
<b>Cronin, Revere</b>	8,000,000	0	0	80,000	0	3,444,000	<b>\$11,524,000</b>
<b>Porazzo, E. Boston</b>	371,000	910,000	840,000	1,354,000	630,000	0	<b>\$4,105,000</b>
<b>LoConte, Medford</b>	1,120,000	910,000	0	1,354,000	350,000	1,120,000	<b>\$4,854,000</b>
<b>Flynn, Medford</b>	1,500,000	420,000	280,000	1,326,000	504,000	1,330,000	<b>\$5,360,000</b>
<b>Veterans Memorial, Somerville</b>	8,000,000	0	0	80,000	0	3,444,000	<b>\$11,524,000</b>
<b>Simoni, Cambridge</b>	393,000	870,000	840,000	864,000	896,000	140,000	<b>\$4,003,000</b>
<b>Emmons-Horrigan-O'Neil, Charlestown</b>	529,501	910,000	840,000	504,000	1,039,000	0	<b>\$3,822,501</b>
<b>Reilly, Cleveland Circle</b>	980,000	0	0	1,410,000	280,000	0	<b>\$2,670,000</b>
<b>Veterans Memorial, Waltham</b>	50,000	0	350,000	80,000	2,510,000	0	<b>\$2,990,000</b>
<b>Murphy, S. Boston</b>	840,000	10,000	1,330,000	1,410,000	280,000	1,120,000	<b>\$4,990,000</b>
<b>Connell, Weymouth</b>	3,480,000	0	850,000	80,000	504,000	1,470,000	<b>\$6,384,000</b>
<b>Daley Memorial, Newton</b>	0	1,035,000	910,000	1,494,000	40,000	0	<b>\$3,479,000</b>
<b>Devine, Dorchester</b>	252,000	1,261,000	0	1,060,000	490,000	140,000	<b>\$3,203,000</b>
<b>Bryan, W. Roxbury</b>	2,500,000	0	0	80,000	1,624,000	0	<b>\$4,204,000</b>
<b>Allied Veterans, Everett</b>	0	0	0	430,000	1,690,000	650,000	<b>\$2,770,000</b>
<b>Ulin Memorial, Milton</b>	0	0	0	1,470,000	280,000	1,484,000	<b>\$3,234,000</b>
<b>Steriti Memorial, North End</b>	0	0	0	290,000	1,810,000	500,000	<b>\$2,600,000</b>
<b>Shea Memorial, Quincy</b>	0	875,000	910,000	1,690,000	0	210,000	<b>\$3,685,000</b>
<b>Bajko Memorial, Hyde Park</b>	0	840,000	910,000	1,550,000	140,000	210,000	<b>\$3,650,000</b>
<b>Total rink capital needs:</b>	<b>\$28,035,501</b>	<b>\$8,041,000</b>	<b>\$9,499,999</b>	<b>\$17,596,000</b>	<b>\$13,981,000</b>	<b>\$15,262,000</b>	<b>\$92,414,400</b>

**Appendix V RFP and Sample Lease (Greenfield) for (Formerly)  
DEM Rinks (See attached document, entitled Appendix V)**

Please note that the documents in Appendix V were used in connection with the (formerly) DEM rinks and are made available for informational purposes only. The final terms and conditions of any RFP or lease issued in connection with the (formerly) MDC rinks will be subject to the terms of authorizing legislation and matters specifically affecting said (formerly) MDC rinks.